

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #13-05-069

RESOLUTION APPROVING THE EXTENSION OF AN INTERIM USE PERMIT FOR GRADING AND MINING PURPOSES ON OUTLOTS A & B ELMCREST SANCTUARY BASED ON FINDINGS OF FACT #0911 AND DECLARING TERMS OF SAME.

WHEREAS, the Ramsey City Council adopted Resolution No. 13-05-068 adopting Findings of Fact #0911 for this use and herein approves an extension of the Interim Use Permit subject to the following conditions.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

WHEREAS, Oakwood Land Development Inc., hereinafter referred to as "Permittee", has properly applied to the City of Ramsey (the "City") for an interim use permit (the "Permit") for grading and mining activities on the property generally known as Outlots A & B Elmcrest Sanctuary and legally described as follows:

Outlot A, Elmcrest Sanctuary, except road subject to easement of record, Anoka County, Minnesota.

and

Outlot B, Elmcrest Sanctuary, except road subject to easement of record, Anoka County, Minnesota

(the "Subject Property")

WHEREAS, the Planning Commission met on July 12, 2012, conducted a public hearing and recommended that the City Council approve ~~the~~an Interim Use Permit request for grading and mining activities; and

WHEREAS, the City Council met on July 24, 2012, considered the request for an Interim Use Permit and adopted Resolution #12-07-108 approving the Interim Use Permit; and

WHEREAS, the Permittee requested an extension of the approved Interim Use Permit to December 31, 2014.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

This **Permit** is issued pursuant to Section 117-52 (Interim Use Permits) and 117-359 (Grading, Mining and Filling Permits) of the Ramsey City Code. The conditions of this **Permit** are as follows:

1. This **Permit** shall allow the **Permittee** to excavate and export approximately 60,000 cubic yards of earth material from the **Subject Property** for the purposes of creating a wetland.
2. ~~This **Permit** shall commence upon the date of the Lower Rum River Water Management Organization's (LRRWMO) approval of the wetland bank plan and shall expire on August 1, 2013 or six (6) months following approval by the LRRWMO but not to extend beyond December 31, 2013. This **Permit** shall expire on December 31, 2014 or upon completion of the exporting of materials, whichever occurs first; however, once excavation and hauling begins, that work shall not extend beyond six (6) months.~~
3. That in addition to this **Permit**, the **Permittee** shall be responsible for obtaining and complying with any permits deemed necessary from the LRRWMO, Anoka County, and/or any other applicable agency.
- 3-4. ~~That the **Permittee** shall be responsible for repairing any road damage to Quicksilver Street resulting from the hauling activities such that the road is returned to a same or similar condition as when the project commenced.~~
- 4-5. The **Permittee** shall be responsible for removing any spilled material from the public roads immediately; roads shall be swept daily or as directed by the City Engineer. Must have a sweeper on site or have one available within three (3) hours. Failure to do so shall be cause for the City Engineer to order the necessary work to be done and billed to the **Permittee**. The **City** may require an escrow to ensure the work is completed.
- 5-6. All excavation and mitigation operations shall be conducted in accordance with Figure Map 2, dated May 29, 2012 and submitted by the **Permittee**, incorporated herein as Exhibit 1. The proposed area to be graded is approximately eleven (11) acres in size.
- 6-7. All equipment used for grading and hauling operations shall be maintained and operated in such a manner to minimize noise, dust, and vibrations adversely affecting surrounding properties. All equipment shall be kept in good repair. No maintenance or repair is allowed on City owned property.
- 7-8. The **Permittee** shall deposit an erosion control escrow of \$1,500 with the **City** prior to excavation activities. The escrow may be drawn upon if erosion control measures are not secured throughout the duration of the project. The escrow will be refunded to **Permittee** upon establishment of vegetation in all disturbed areas and removal of silt fence.
- 8-9. Existing water/drainage issues north of 167th Avenue shall be addressed prior to the development of proposed wetland and that no proposed excavation and restoration activity to create the wetland bank shall negatively impact existing drainage patterns.
- 9-10. The **Permittee** and the **City** shall enter into a joint project to clean the existing outlet ditch downstream from the main wetland and ensure it has capacity for the 100 year storm.

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~~10.11.~~ All grading and excavation activities may occur only between the hours of 7:00 AM and 7:00 PM Monday through Friday and 8:00AM and 7:00PM on Saturdays.

~~11.12.~~ That the project area shall be properly safeguarded to prevent the general public from depositing garbage or other refuse on the work site.

~~12.13.~~ That safety fencing must be installed and maintained around the project area to prevent the general public from entering the project area.

~~13.14.~~ The maximum noise level at the perimeter of the work site shall be within the limits set by the Minnesota Pollution Control Agency and the Environmental Protection Agency of the United States.

~~15.~~ Upon completion of the grading activities, the restoration planting plan shall be completed in accordance with Map 3, End Use Plan herein incorporated as Exhibit 2.

~~14.16.~~ That the **Permittee** agrees to coordinate hauling activities with the **City** during various tournaments to minimize potential conflicts between trucks and park patrons.

~~15.17.~~ That this **Permit** shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the **City** and the **Permittee**.

~~16.18.~~ That the **City** shall have the right to inspect the premises for compliance and safety purposes at any time, upon reasonable request.

~~17.19.~~ That the terms of this **Permit** shall be binding upon its successors and assigns.

~~18.20.~~ In the event the **Permittee**, or its successors, or assigns, violates the terms of this **Permit**, said violation shall be ground for suspension or revocation pursuant to Section 117-52 (d) of the Ramsey City Code.

~~19.21.~~ In the event any part of this **Permit** is declared void or unenforceable by a court or competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

~~20.22.~~ That all costs incurred by the **City** in administering and enforcing this **Permit** shall be the responsibility of the **Permittee**.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

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and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 14th day of May, 2013.

Oakwood Land Development Inc. hereby acknowledges receipt of this Permit and that they have reviewed the conditions of this Permit and have agreed that they will comply with the terms of this permit.

By: _____ Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me, a Notary Public, personally appeared _____, the _____ of Oakwood Land Development, Inc, a Domestic Corporation under the laws of Minnesota, on behalf of the Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

